



UNITED STATES
CIVILIAN BOARD OF CONTRACT APPEALS

GRANTED IN PART: December 15, 2011

CBCA 2170, 2432, 2592

AIM HIGH MEDICAL, LLC,

Appellant,

v.

DEPARTMENT OF VETERANS AFFAIRS,

Respondent.

Pat Youngblood and Larry Elliott, Owners of Aim High Medical, LLC, Circleville, OH, appearing for Appellant.

Lisa M. Clark, Office of Regional Counsel, Department of Veterans Affairs, Brecksville, OH, counsel for Respondent.

Before Board Judges **McCANN**, **STEEL**, and **KULLBERG**.

STEEL, Board Judge.

Following mediation conducted by the presiding judge, on December 2, 2011, the Board received from Aim High Medical, LLC (Aim High) and the Department of Veterans Affairs (VA) a joint motion for stipulated judgment and a settlement agreement. This motion requested that the Board adopt the settlement agreement by way of a decision, stating in part that:

VA agrees to pay Aim High an all-inclusive sum of \$500,000.00 as full and complete compensation for all costs, direct and indirect, including but not limited to attorney's fees and interest associated with the above-referenced

appeals and any other appeals filed, pending, anticipated, known or unknown, relating in any way to durable medical equipment contracts or solicitations with VA.

....

If payment is made more than 90 days from the date of the last signature on this agreement, in addition to the \$500,000.00, the VA shall pay to Aim High, Contract Disputes Act interest on that amount accruing from the 91st day after the last signature on this Joint Motion for Stipulated Judgment and Settlement Agreement [November 23, 2011].

In their joint motion, the parties agree that they will not seek reconsideration of or relief from this Board's decision, and will not appeal the Board's decision.

Decision

Accordingly, these appeals are **GRANTED IN PART**. In accordance with the parties' motion, the Board awards to Aim High Medical, LLC, the sum of \$500,000, to be paid from the permanent indefinite judgment fund. 31 U.S.C. § 1304 (2006). If payment is not made within ninety days after November 23, 2011, interest shall also be paid to Aim High. Such interest shall be calculated in accordance with the Contract Disputes Act, 41 U.S.C.A. § 7109(b) (West Supp. 2011), from the ninety-first day after November 23, 2011, until the date of payment.

CANDIDA S. STEEL
Board Judge

We concur:

R. ANTHONY McCANN
Board Judge

H. CHUCK KULLBERG
Board Judge

